

**AGENDA**  
**REGULAR MEETING OF THE BOARD OF TRUSTEES**  
**VILLAGE OF IRVINGTON, NEW YORK**  
**MONDAY, SEPTEMBER 15, 2014, 7:00 P.M.**  
**IRVINGTON VILLAGE HALL – TRUSTEES ROOM**

1. Call to order by Mayor Brian C. Smith
2. Pledge of allegiance to the flag of the United States of America
3. Swearing in of Police Officer Matthew J. Eckert
4. Promotion of Francis Pignatelli to the rank of Police Sergeant
5. Presentation of Police Department awards by Chief Michael P. Cerone
6. Brightview Senior Living - discussion regarding potential application for 106 North Broadway
7. Announcements
  - a. Hudson River Valley Ramble – September 20<sup>th</sup> from 10:30AM to 4PM. Various events scheduled throughout the day.
8. Correspondence
  - a. Dave Cohen
  - b. David Sottile
  - c. Anne Shepherd
  - d. Terri Gendron Reid
  - e. Michael Bradley
  - f. Andy Lyons
  - g. Michael Bryant
  - h. Maureen Popiel
9. Public comment
10. Consent Agenda
  - a. Minutes of the Regular Meeting of the Village Board held on August 11, 2014.
  - b. Acceptance of Justice Court Report for 2013/2014
  - c. Approval to change the estimated expenditure for the 2013/2014 Snow & Ice Agreement with the NYS Department of Transportation
11. Public Hearings
  - a. Public hearing to consider a local law amending Chapter 148 (Nuisances) to limit the use of leaf blowers – CANCELLED.
  - b. Public hearing to consider a local law amending the Zoning Code with respect to deer fences
12. Zoning Board of Appeals Appointment
13. Library Director Appointment
14. School Crossing Guard Appointment
15. Inter-municipal Cooperation Agreement with the Irvington School District for the use of Cable Television Educational Access funds.
16. Reports of Boards, Standing Committees and Officers
  - a. Trustee Liaisons reports
  - b. Village Administrator's report
  - c. Village Clerk-Treasurer's report
  - d. Village Attorney's report
17. Public comment
18. Review of action items
19. Adjournment

**RESOLUTION 2014-XXX**  
**PROMOTION TO THE POSITION OF POLICE SERGEANT**

Trustee                      offered the following resolution, which was seconded by Trustee                      and  
adopted:

**RESOLVED**, Francis Pignatelli is promoted to the position of Police Sergeant at an annual salary of \$115,519 effective September 16, 2014 subject to a probationary period of not less than 12 weeks and not more than 52 weeks.

**Larry Schopfer**

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(86)

**From:** David Sottile <David.Sottile@IrvingtonSchools.Org>  
**Sent:** Thursday, August 14, 2014 9:34 AM  
**To:** David Cohen; bsmith@irvingtonny.gov; ckehoe@irvingtonny.gov;  
kwoll@irvingtonny.gov; wmontgomery@irvingtonny.gov; mgilliland@irvingtonny.gov;  
lschopfer@irvingtonny.gov; mcerone@irvingtonny.gov  
**Cc:** Kristopher Harrison  
**Subject:** RE: Crossing Guard

Dear Mayor Smith and the Village Board of Trustees,

I would like to echo David's comments of appreciation regarding your decision to add a crossing guard to the intersection of Heritage Hill and Broadway. It is incredibly gratifying to be a part of a community that is committed to taking the actions necessary to ensure the safety and welfare of our children. Many thanks for your concern for and support of our students.

My best,  
David

*David J. Sottile  
Principal  
Irvington Middle School  
[david.sottile@irvingtonschools.org](mailto:david.sottile@irvingtonschools.org)*

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**From:** David Cohen  
**Sent:** Monday, August 11, 2014 12:23 PM  
**To:** [bsmith@irvingtonny.gov](mailto:bsmith@irvingtonny.gov); [ckehoe@irvingtonny.gov](mailto:ckehoe@irvingtonny.gov); [kwoll@irvingtonny.gov](mailto:kwoll@irvingtonny.gov); [wmontgomery@irvingtonny.gov](mailto:wmontgomery@irvingtonny.gov); [mgilliland@irvingtonny.gov](mailto:mgilliland@irvingtonny.gov); [lschopfer@irvingtonny.gov](mailto:lschopfer@irvingtonny.gov); [mcerone@irvingtonny.gov](mailto:mcerone@irvingtonny.gov)  
**Cc:** Kristopher Harrison; David Sottile  
**Subject:** Crossing Guard

(80)

Dear Mayor Smith and the Village Board of Trustees,

I hope each of you is experiencing a good summer.

I understand that you will be considering the addition of a crossing guard at Broadway and Heritage Hill Road during tonight's board meeting.

On behalf of the high school I would like to thank Chief Cerone, Larry Schopfer and all of the trustees for this important consideration. I welcome the opportunity to extend our partnership and further support the children in Irvington.

Thank you again for your consideration.

Sincerely,

Dave

8c

Anne Shepherd  
226 South Buckhout St.  
Irvington, NY 10533

August 19, 2014

Mayor Brian Smith  
Irvington Village Board of Trustees  
85 Main Street  
Irvington, NY 10533

Dear Mayor Smith and Trustees,

I wish to go on record in support the parking area off South Buckhout St. proposed by Astor Buck Properties. The office space in the Trent Building is highly desirable and will eventually be fully rented, bringing even more cars to the surrounding residential neighborhood already choked with parked cars. Providing an alternative to street parking can only benefit the residents of Buckhout and Maple Streets. In consideration for the land swap and zoning approvals required for the parking area, I hope the village will require Astor Buck is to install a sidewalk along the north side of the property connecting to the sidewalk in front of Buon Gusto. I have no doubt that when completed, the landscaping will be far superior to the current overgrown vacant lot, local traffic will subside, the narrow blind corner on Buckhout St. will be safer, and pedestrians will be the big winners with safe passage along the west side of Buckhout St.

Sincerely,



Anne Shepherd

(8d)

Aug 21, 2014

Dear Mayor Smith,

Once in awhile I have  
had a need to contact the  
Highway (dept of Public Works) for  
some assistance. I just  
cannot believe how helpful,  
polite and responsive those  
gentlemen have been to me.

You can be very proud of  
how efficient this dept functions.  
It is a credit to the Village and  
one of the reasons we all love living  
in Livingston! It is important to  
me that you & the board know that  
we appreciate all they do!

Sincerely

Jessie Gordon Reid

Ps I grew up in Pennybridge  
with your father - came to Livingston 1965

(8e)

## Larry Schopfer

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**From:** Michael Bradley  
**Sent:** Wednesday, September 03, 2014 4:55 PM  
**To:** Larry Schopfer  
**Subject:** Proposed deer fence law

Dear Larry,

I cannot attend the Sept. 15 hearing, but I support the change in concept. I do, however, feel that an 8' limit is inadequate to properly protect property from deer. Deer can sometimes mount an 8' fence (unless it's electric), especially when it is downslope; sometimes they can then get trapped inside the fence and eat and destroy any plantings the homeowner had sought to protect. I have seen the results at my mother's house in Connecticut.

I don't know what the right maximum height would be. But if the ARB has to approve the fence anyway, why not make the law less restrictive?

Michael Bradley  
20 Station Road

(8f)

September 3, 2014

Dear Mayor and Trustees,

Thank you for considering zoning amendments regarding deer fences. I have two thoughts that I would like to submit to the Board.

The first regarding Section 1 (5) and Section 2 (5),

*Notwithstanding the above, deer exclusion fences not exceeding 8 feet in height may be erected anywhere on the lot, provided they are approved by the Board of Architectural Review Board, as required by § 9-6 of the Village Code.*

The wording, *anywhere on the lot*, I believe is far too permissive and could encourage residents to erect 8 foot fences around the entire lot which in most cases would be out of character in most neighborhoods. That such a fence would be specifically allowed by law, would invite appeal to the ZBA, and make it very difficult for the ZBA to affirm any ARB decision that finds that such a fence would be out of character in a particular neighborhood.

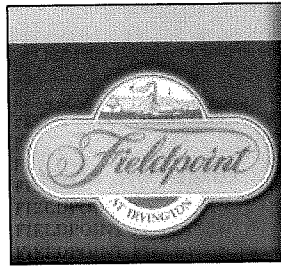
I think it would be far more desirable to limit the allowable area for deer fencing to a portion of the rear yard of a property extending no further towards the front yard than the plane of the rear of the house. Further, that a proposed deer fence be located in such a manner that it be minimally disruptive to neighbors and that it have a minimal visual impact from the street.

My second thought is that the fence should be constructed in a semi-permanent manner and to serve only as a protection method for a specific garden area, not as a property defining device. This would limit the use of 8 foot fences to enclose whole property areas yet allow protection for vegetable and flower gardens in back yard areas.

Thank you for the opportunity to comment on this proposed zoning amendment.

Respectively,

Andy Lyons



RECEIVED  
9-5-14

(89)

August 30, 2014

Village of Irvington  
Board of Trustees  
85 Main Street  
Irvington, NY 10533

Dear Mayor Smith and Members of the Board of Trustees,

As President of the Fieldpoint Community Association (FCA), I am writing regarding the Village's intention to amend Chapter 148 (Nuisances) which would limit the use of leaf blowers in Irvington. While we are in agreement that certain mitigations are required to reduce the sound generated in the operation of this equipment, we believe that an outright seasonal ban on gas leaf blowers is an extreme measure for the larger, multi-family residential developments. From the initial approval by the Village to construct these developments, part of the approval required large, open, green space which requires mechanized equipment for the proper maintenance and clean-up of these properties. The Fieldpoint development, which is approximately 50 acres, requires a weekly landscape crew of six for the upkeep of these green spaces. Fieldpoint has 158 residences consisting of 95 townhomes and 63 free standing, single-family homes.

After the Fieldpoint Board members discussed and reviewed the proposed ordinance, we strongly feel that the ramifications of a gas leaf blower ban were not thoroughly investigated as it relates to the multi-family developments. Even in the summer season, where you are considering a total ban on leaf blowers, Fieldpoint would still need to remove and dispose of large quantities of tree blossoms, leaves, and seeds. Unless these materials are cleaned up and removed, they will end up in the catch basins, and eventually create blockages in the storm water management system. Dry, unremoved vegetation and undergrowth also increases the risk of fire, similar to the one we saw just across the river in Orangetown in 2012.

Fieldpoint has already made efforts to mitigate its organic waste in the summer season by contracting with our landscaper to use self-mulching lawn care equipment. The landscape committee continues to investigate sustainable methods to address our landscape needs and to manage our organic waste.

As the ordinance is drafted, an outright seasonal ban of leaf blowers and other restrictions proposed in the ordinance would impose an extreme burden on the Fieldpoint community. Much of the use of this equipment on our property does not create noise pollution for anyone but the 158 families of our community. On behalf of the Fieldpoint community, the Fieldpoint Board Members ask that FCA be granted an exemption, such as that for the Ardsley Country Club.

Thank you for your consideration.

Sincerely,

Michel Bryant  
President, Fieldpoint Community Association



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**Karen Buccheri**

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**From:** Larry Schopfer <lschopfer@irvingtonny.gov>  
**Sent:** Thursday, September 11, 2014 4:51 PM  
**To:** Karen Buccheri  
**Subject:** Fwd: Astorbuck Parking -2014 Proposal

----- Original message -----

From: maureen popiel  
Date: 09/11/2014 2:18 PM (GMT-05:00)  
To: bsmith@irvingtonny.gov, mgilliland@irvingtonny.gov, ckehoe@irvingtonny.gov, kwooll@irvingtonny.gov, wmontgomery@irvingtonny.gov  
Cc: lschopfer@irvingtonny.gov  
Subject: Astorbuck Parking -2014 Proposal

Yet again, I wish to add my voice in opposition to the latest Trent Bldg. planned parking lot (formerly presented in '08 by Bridge St./Astorbuck/Trent as a garage-parking lot). That proposal included an appeal to:

Transfer a village-owned buffer to Astorbuck, the new owners

Rezone 8 residential lots as well as the village lot to business use

Remove all trees on the property

Excavate the site and construct a garage-parking lot

The purpose of that proposal was to accommodate an Eileen Fisher enterprise planned for the building directly behind the parking site.

The proposal before you now is essentially the same, minus the construction/excavation element, and yet, despite advantageous changes already made in neighborhood parking regulations that accommodate Trent Bldg. tenants and guests, Astorbuck is back, now requesting a 42-car parking lot. Do they really plan to remove 42 cars from the public streets they now overwhelmingly occupy? Or, is this need for a 42-car parking lot part of a larger Bridge Street/Astorbuck plan for the building behind the site, as before?

I feel compelled to raise these questions, given past and recent history.

A new parking area for 42 cars - whether a lot or a garage - can hardly be called an improvement for residents. We in the area will inevitably

bear the brunt of more traffic through Station Rd. to So. Buckhout St., where speeding and safety are already issues, as well as more noise pollution and more air pollution if the greenbelt formed by the Village buffer zone and adjoining residential lots are sacrificed for this latest Astorbuck venture.,

Rezoning is indeed a "very big deal", as the Village Attorney pointed out at a recent Board meeting - a very lucrative big deal for the proposers and a very big deal loss for the residents. Therefore, I plead with the Board and stand with my neighbors in asking that you do not accommodate this newest proposition, either through the sale of or easement rights to the Village-owned buffer just south of the Trent Bldg., and/or by rezoning the contiguous lots to the south.

Respectfully submitted,

Maureen Popiel, 16 Station Road  
August 29, 2014.

**REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF IRVINGTON,  
NEW YORK HELD ON MONDAY, AUGUST 11, 2014 AT 7:00 P.M. AT VILLAGE HALL, 85 MAIN  
STREET, IRVINGTON, NEW YORK**

Present: Brian C. Smith, Mayor  
Mark Gilliland, Trustee  
Walter Montgomery, Trustee  
Kristen C. Woll, Trustee  
Brenda M. Jeselnik, Clerk/Treasurer  
Marianne Stecich, Village Attorney  
Chief Michael P. Cerone

Mayor Smith called the meeting to order and led those in attendance in the pledge of allegiance to the flag of the United States of America.

Mayor Smith made the following announcements:

- a. September 11 Ceremony – Thursday, September 11, 2014 at 8:30 a.m. at Scenic Hudson Park
- b. Public hearing to consider a local law amending Chapter 148 (Nuisances) to limit the use of leaf blowers – Monday, September 15, 2014 at 7:00 p.m. in Village Hall.
- c. Public hearing to consider a local law amending the Zoning Code with respect to deer fences – Monday, September 15, 2014 at 7:00 p.m. in Village Hall.

Mayor Smith reviewed correspondence from Allison Waguespack Co-President of the Irvington PTSA and from Mara Ast requesting placement of a crossing guard at the Broadway and Heritage Hill Road intersection with the start of school in September. He also reviewed correspondence from Diane Freed and Glenn Conway regarding overnight parking in the Village and from Anne Acheson concerning the proposed Astor Buck parking area.

Mayor Smith opened the floor for comments from the public. Cheryl Brandwien expressed concerns involving the Astor Buck parking proposal and inquired on the process. Michael Curran of the Fieldpoint Landscape Committee expressed concern over the proposed leaf blower ordinance and the impact on larger property owners. Ann Acheson stressed the requirement for a tree assessment in the Astor Buck parking area as part of the environmental assessment review (EAR).

Mayor Smith offered the following resolutions, which were seconded by Trustee Gilliland and adopted:

**RESOLVED**, to approve the minutes of the Regular Meeting of the Village Board held on July 21, 2014.

**RESOLUTION 2014-090**

**APPROVAL FOR THE COURT CLERK TO ATTEND TRAINING**

Mayor Smith offered the following resolution, which was seconded by Trustee Gilliland and adopted:

**RESOLVED**, to approve the Court Clerk to attend training from September 28 through October 1, 2014 with the cost of the conference, lodging, and mileage not to exceed \$900.00.

**RESOLUTION 2014-091**

**APPROVAL OF CONTRACT 2014-12 WITH PASCALE LE DRAOULEC FOR FARMERS  
MARKET MANAGEMENT SERVICES**

Mayor Smith offered the following resolution, which was seconded by Trustee Gilliland and adopted:

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**RESOLVED**, to approve contract #2014-12 with Pascale Le Draoulec for Farmers Market management services and to authorize the Village Administrator to execute the contract subject to the review and approval of the Village Attorney.

**RESOLUTION 2014-092**  
**SALARY MODIFICATION**

Mayor Smith offered the following resolution, which was seconded by Trustee Gilliland and adopted:

**RESOLVED**, to modify the salary for Sarah Palermo to be \$57,233 effective July 22, 2014.

**RESOLUTION 2014-093**  
**APPROVAL OF 2014/15 BUDGET TRANSFERS AND MODIFICATIONS**

Mayor Smith offered the following resolution, which was seconded by Trustee Gilliland and adopted:

**RESOLVED**, to adopt the following budget transfers for fiscal year 2014/15

1. Funding of 2014 Capital Projects not bonded from General Fund Balance.

Increase General Fund Surplus	1.1.4795	\$15,500
Increase Transfer to Capital Fund	1.9550.900	\$15,500
Increase Capital Fund Transfers from Village	6.6.5031	\$15,500
Increase Police Taser Upgrade	6.3120.200.297	\$ 8,000
Increase Police ID Card Machine	6.3120.200.298	\$ 7,500

2. Transfer from Contingency for Authorized 2014-15 Non-Union Salary Increases.

Decrease: Contingency	1.1990.465	\$44,327
Increase: Court Salaries	1.1110.100	\$ 2,927
Increase: Treasurer's Office Salaries	1.1325.100	\$ 5,914
Increase: Superintendent DPW	1.1440.100	\$ 2,900
Increase: Crossing Guards	1.3120.123	\$ 500
Increase: Building Department	1.3620.100	\$ 3,583
Increase: Police Secretary	1.3120.100	\$ 1,349
Increase: Parking Enforcement	1.3320.123	\$ 850
Increase: Crossing Guards	1.3120.123	\$ 456
Increase: Fire Department	1.3410.100	\$ 645
Increase: Recreation Salaries	1.7310.100	\$ 7,307
Increase: Senior Programs	1.7610.100	\$ 2,538
Increase: Theater Hourly	1.8989.123	\$ 350
Increase: Library Salaried	3.7410.100	\$ 3,470
Increase: Library Hourly	3.9010.801	\$ 4,758
Increase: Water Administration	8.8340.100	\$ 1,349
Increase: Water Transmission	8.8340.100	\$ 2,281
Increase: Social Security	1.9030.802	\$ 3,150

3. Proceeds of Insurance recovery for damaged Police Vehicle

Increase Insurance recoveries	1.1.2680	\$3,601
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DRAFT

Increase Police Equipment	1.3120.200	\$3,601
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The vote resulted as follows:

AYES:	4	(Mayor Smith, Trustees Gilliland, Montgomery, Woll)
NAYS:	0	
ABSENT	1	(Trustee Kehoe)

**RESOLUTION 2014-094**

**ADDITION OF A SCHOOL CROSSING GUARD AT THE INTERSECTION OF HERITAGE HILL ROAD AND BROADWAY**

Mayor Smith offered the following resolution, which was seconded by Trustee Montgomery and adopted:

**RESOLVED**, authorize the Chief of Police to deploy a school crossing guard at the intersection of Heritage Hill Road and Broadway during hours to coincide with the start and end of the school day; and

**FURTHER RESOLVED**, to authorize the Clerk/Treasurer to make the following budget transfer:

From:	Contingency (1.1990.465)	\$9,200.00
To:	Police-P/T Labor (1.3120.123)	\$8,000.00
	Social Security (1.9030.802)	800.00
	Workers Comp (1.9040.803)	400.00
Increase:	Donations (1.1.2705)	\$2,000.00
Increase:	Police-P/T Labor (1.3120.123)	\$2,000.00

The vote resulted as follows:

AYES:	4	(Mayor Smith, Trustees Gilliland, Montgomery, Woll)
NAYS:	0	
ABSENT	1	(Trustee Kehoe)

**RESOLUTION 2014-095**

**INTERMUNICIPAL COOPERATION AGREEMENT WITH THE IRVINGTON SCHOOL DISTRICT FOR THE USE OF CABLE TELEVISION EDUCATIONAL ACCESS FUNDS**

Mayor Smith offered the following resolution, which was seconded by Trustee Montgomery and adopted:

**RESOLVED**, to authorize the Village Administrator to execute an intermunicipal cooperation agreement with the Irvington Union Free School District for the use of Cable Television Educational Access Funds;

**FURTHER RESOLVED**, to authorize the Clerk/Treasurer to make the following budget transfer:

Increase:	Surplus (10.10.4795)	\$130,000.00
Increase:	School Contract (10.6410.436)	\$130,000.00

DRAFT

The vote resulted as follows:

AYES:	4	(Mayor Smith, Trustees Gilliland, Montgomery, Woll)
NAYS:	0	
ABSENT	1	(Trustee Kehoe)

**RESOLUTION 2014-096**

**MEMORANDUM OF UNDERSTANDING BETWEEN THE VILLAGE OF IRVINGTON AND THE HUDSON RIVER VALLEY GREENWAY FOR THE TIFFANY TRAIL TOURISM PROJECT**

Trustee Montgomery offered the following resolution, which was seconded by Trustee Woll and adopted:

**WHEREAS**, The Village of Irvington was awarded a grant in the amount of \$2,500 from the Hudson River Valley Greenway for the Tiffany Trail Tourism Project; now therefore be it

**RESOLVED**, to approve a Memorandum of Understanding between the Village of Irvington and the Hudson River Valley Greenway for the Tiffany Trail Tourism Project and to authorize the Mayor to execute said Memorandum.

The vote resulted as follows:

AYES:	4	(Mayor Smith, Trustees Gilliland, Montgomery, Woll)
NAYS:	0	
ABSENT	1	(Trustee Kehoe)

Trustee Gilliland urged residents to volunteer for various committees and boards that could use additional members.

Trustee Woll announced the Board of Education upcoming meetings and reported on the Justice Court.

Mayor Smith gave an update on the implementation of the Fire Department 360 Control text messaging system. Additionally, on behalf of Trustee Kehoe, Mayor Smith reported on the Streetscape Committee, Historic District and announced the upcoming retirement of Pamela Strachan, Library Director.

Trustee Montgomery gave the highlights of the many activities of the Highway Department noting the replacement of overhead lighting in the Station Road Tunnel with LED lighting, backfilling of curbs and installation of speed humps on Langdon Avenue. Trustee Montgomery also reported on Water Department and Recreation Department activities.

Clerk/Treasurer Brenda Jeselnik announced the upcoming retirement of Sheila Fullerton who has worked for the Village of 20 years and announced that there will be an audit presentation at the October 6, 2014 meeting.

Marianne Stecich gave an update on the draft proposal of the changes to local law governing leaf blower use.

DRAFT

Mayor Smith opened the floor to public comment. There was an inquiry as to the methods of advertisement of the Crossing Guard position. At the request of Glenn Conway, Mayor Smith read his correspondence submitted earlier. Daniel Greenberg expressed support of the proposed changes in leaf blower restriction and of Chief Cerone's enforcement of overnight parking. George Antiaris and Vembar Ranganathan offered comments on the proposed Astor Buck parking lot.

After a review of action items, there being no further business, Mayor Smith made a motion to adjourn which was seconded by Trustee Gilliland and unanimously approved.

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Brenda M. Jeselnik, Clerk/Treasurer

**CERTIFIED**

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**RESOLUTION 2014-XXX**

**ACCEPTANCE OF JUSTICE COURT REPORT FOR 2013/14**

Trustee \_\_\_\_\_ offered the following resolution, which was seconded by Trustee \_\_\_\_\_ and adopted:

**RESOLVED**, to accept the annual Justice Court report issued by O'Connor Davies, LLP for the 2013/14 fiscal year.

The foregoing resolution was adopted upon roll call as follows:

**AYES:**

**NAYS:**

The undersigned hereby certifies that set forth is a true and correct resolution of the Board of Trustees of the Village of Irvington, New York adopted on September 15, 2014; and that such resolution has not been amended as of the date of this certificate.

\_\_\_\_\_  
Brenda M. Jeselnik  
Clerk/Treasurer



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**Village of Irvington, New York**

Village Justice Court

Statement of Cash Receipts, Cash Disbursements  
and Cash Balances

Year Ended May 31, 2014

## **Independent Auditors' Report**

**The Honorable Mayor and Board of Trustees  
of the Village of Irvington, New York**

### **Report on the Financial Statements**

We have audited the accompanying statement of cash receipts, cash disbursements and cash balances of the Village of Irvington Justice Court, New York, as of and for the year ended May 31, 2014, and the related note to financial statement.

#### ***Management's Responsibility for the Financial Statement***

Management is responsible for the preparation and fair presentation of this financial statement in accordance with the basis of accounting described in Note 1; this includes determining that the basis of accounting is an acceptable basis for the preparation of the financial statements in the circumstances. Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

#### ***Auditors' Responsibility***

Our responsibility is to express an opinion on this financial statement based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statement is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statement. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statement, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statement in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statement.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

O'CONNOR DAVIES, LLP

500 Mamaroneck Avenue, Suite 301, Harrison, NY 10528 | Tel: 914.381.8900 | Fax: 914.381.8910 | [www.odpkf.com](http://www.odpkf.com)

O'Connor Davies, LLP is a member firm of the PKF International Limited network of legally independent firms and does not accept any responsibility or liability for the actions or inactions on the part of any other individual member firm or firms.

### ***Opinion***

In our opinion, the financial statement referred to in the first paragraph presents fairly, in all material respects, the cash receipts, cash disbursements and the cash balances of the Village Justice Court of the Village of Irvington, New York as of May 31, 2014, and for the year then ended, in accordance with the basis of accounting as described in Note 1.

### ***Basis of Accounting***

We draw attention to Note 1 to the financial statement, which describes the basis of accounting. The financial statement was prepared on the cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to that matter.

### ***Restriction on Use***

This report is intended solely for the information and use of the Board of Trustees, the Office of Court Administration and management and is not intended to be and should not be used by anyone other than these specified parties.

*O'Connor Davies, LLP*

O'Connor Davies, LLP  
Harrison, New York  
July 2, 2014

Village of Irvington, New York

Village Justice Court  
Statement of Cash Receipts, Cash Disbursements  
and Cash Balances  
Year Ended May 31, 2014

	Bail Account	Fine Accounts	
		Justice Lyons	Justice Baker
<b>CASH RECEIPTS</b>			
Bail	\$ 17,070	\$ -	\$ -
Fines, fees and other	-	224,065	31,104
Total Cash Receipts	17,070	224,065	31,104
<b>CASH DISBURSEMENTS</b>			
Remittance to Village	-	238,095	32,578
Bail refunds, bail applied to fines and forfeitures	21,230	-	-
Total Cash Disbursements	21,230	238,095	32,578
Deficiency of Cash Receipts Over Cash Disbursements	(4,160)	(14,030)	(1,474)
<b>CASH BALANCES</b>			
Beginning of Year	9,425	26,015	1,975
End of Year	\$ 5,265	\$ 11,985	\$ 501
<b>CASH BALANCES REPRESENTED BY</b>			
Amount Due Village - May dispositions	\$ -	\$ 11,985	\$ 501
Undisposed Cases	5,265	-	-
Cash Balances - May 31, 2014	\$ 5,265	\$ 11,985	\$ 501

## Village of Irvington, New York

Village Justice Court  
Note to Financial Statement  
May 31, 2014

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### **Note 1 - Summary of Significant Accounting Policies**

#### **A. Basis of Accounting**

This financial statement was prepared on the basis of cash receipts and disbursements in conformity with the accounting principles prescribed in the New York State Handbook for Town and Village Justices, which is a comprehensive basis of accounting other than generally accepted accounting principles. Under this basis of accounting, revenues are recognized when cash is received and expenditures are recognized when cash is disbursed.

#### **B. Deposits and Risk Disclosures**

Cash and Equivalents – Cash and equivalents consist of funds deposited in demand deposit accounts, time deposit accounts and certificates of deposit with original maturities of less than three months.

The Village Justice Court's deposits and investment policies follow the Village of Irvington, New York's policies. The Village's investment policies are governed by state statutes. The Village has adopted its own written investment policy which provides for the deposit of funds in FDIC insured commercial banks or trust companies located within the state. The Village is authorized to use demand deposit accounts, time deposit accounts and certificates of deposit. Permissible investments include obligations of the U.S. Treasury, U.S. Agencies and obligations of New York State or its political divisions, and accordingly, the Village's policy provides for no credit risk on investments.

Collateral is required for demand deposit accounts, time deposit accounts and certificates of deposit at 100% of all deposits not covered by Federal deposit insurance. The Village has entered into custodial agreements with the various banks which hold their deposits. These agreements authorize the obligations that may be pledged as collateral. Such obligations include, among other instruments, obligations of the United States and its agencies and obligations of the State and its municipal and school district subdivisions.

Custodial credit risk is the risk that in the event of a bank failure, the Village's deposits may not be returned to it. GASB Statement No. 40 directs that deposits be disclosed as exposed to custodial credit risk if they are not covered by depository insurance and the deposits are either uncollateralized, collateralized by securities held by the pledging financial institution or collateralized by securities held by the pledging financial institution's trust department but not in the Village's name. The Village's aggregate bank balances that were not covered by depository insurance were not exposed to custodial credit risk at May 31, 2014.

The Village was invested only in the above mentioned obligations and, accordingly, was not exposed to any interest rate or credit risk.

\* \* \* \* \*

(10c)

**RESOLUTION 2014-XXX**

**APPROVAL TO CHANGE THE ESTIMATED EXPENDITURE FOR THE 2013/14, SNOW & ICE AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION**

Trustee \_\_\_\_\_ offered the following resolution, which was seconded by Trustee \_\_\_\_\_ and adopted:

**WHEREAS**, the Village of Irvington and the New York State Department of Transportation have entered into an agreement providing for the Village's removal of snow and ice from North and South Broadway; now therefore be it

**RESOLVED**, that due to the severity of the winter during 2013/2014 the estimated expenditure will be revised to reflect the additional lane miles of State roads that were plowed/treated during the winter season as per the attached agreement and authorize the Superintendent of Public Works, Greg Nilsson, to execute said agreement.

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Brenda M. Jeselnik  
Clerk/Treasurer  
Village of Irvington

**NEW YORK STATE DEPARTMENT OF TRANSPORTATION  
RESIDENCY 8-9**

1 Dana Road  
Valhalla, NY 10595

Phone: 914 592 6557 / Fax: 914 592 4956

**William Gorton, P.E.**  
Regional Director

**Joan McDonald**  
Commissioner

August 01, 2014

Mr. Greg Nilsson  
Superintendent of Public Works  
Village of Irvington  
85 Main Street  
Irvington, NY 10533

**Re: Amendment B  
To Change the Estimated Expenditure for Snow and Ice Agreement  
2013/14 Snow Season**

Dear Mr. Nilsson:

Enclosed is the new form of amendment B agreement which has been revised and approved by the State Attorney General's office to make the index adjustment payment for the 2013/14 Snow and Ice Season. Please have them filled out, signed by the appropriate representatives and return all original copies to my Office at the above address for processing:

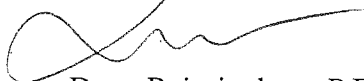
1. Amendment to Change the Estimated Expenditure for Snow and Ice Agreement for the 2013/14 Snow Season – 4 copies

In addition to the above, four (4) original resolutions from the Municipality, complete with an original signature and certified with the Municipal seal on each certifying approval of the Amendment B, must be sent to this Office. Copies will not be acceptable. The above items shall be returned as soon as possible to insure a timely processing.

If you have any question, please feel free to contact me.

Thank you for your cooperation.

Truly yours,



**Dyan Rajasingham, P.E.**  
Resident Program Engineer

## AMENDMENT B

Contract #	Municipality	Ext. Season	Region #
D014706	VILLAGE OF IRVINGTON	2013/14	8
Beginning Date of Contract Period	7/1/2000	Ending Contract Period	6/30/2014

### AMENDMENT TO CHANGE THE ESTIMATED EXPENDITURE FOR SNOW & ICE AGREEMENT

Due to the severity of the winter during 2012/13 the MUNICIPALITY requests that the Municipal Snow and Ice Agreement estimated expenditure be revised to reflect the additional lane miles of state roads that were plowed/treated during the winter season. All the terms and conditions of the original contract extension remain in effect except as follows:

ADDITIONAL S&I OPERATIONS						
J-Mile Base	12/13 J-Miles	S&I LM Base	12/13 LM	Pay <sup>1</sup> Factor	Original Estimated Expenditure	Index Adjustment <sup>2</sup>
40,872	62,759	573	573	1.536	\$11,453.20	\$6,138.92
Pay Factor <sup>1</sup> = (12/13 J-Miles/(12/13 LM))/(J-Mile Base/S&I LM Base)						
Index Adjustment <sup>2</sup> = (Original Estimated Expenditure * Pay Factor <sup>1</sup> ) – Original Estimated Expenditure						
TOTAL REVISED ESTIMATED EXPENDITURE						
Original Estimated Expenditure			Index Adjustment <sup>2</sup>		Rev. Est. Expenditure <sup>3</sup>	
\$11,453.20			\$6,138.92		\$17,592.12	
Revised Estimated Expenditure <sup>3</sup> = Original Estimated Expenditure + Index Adjustment <sup>2</sup>						

IN WITNESS WHEREOF, this agreement has been executed by the State, acting by and through the duly authorized representative of the COMMISSIONER OF TRANSPORTATION and the MUNICIPALITY, which has caused this Agreement to be executed by its duly authorized officer on the date and year first written in the original contract extension.



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**RESOLUTION 2014-XX**

**ADOPTION OF LOCAL LAW AMENDING THE ZONING CODE WITH RESPECT TO DEER  
FENCES**

Trustee                      offered the following resolution, which was seconded by Trustee                      and adopted:

**RESOLVED**, to adopt a local law amending the Zoning Code with respect to deer fences.

The vote resulted as follows:

AYES:

NAYS:

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**LOCAL LAW \_\_\_\_ OF 2014**  
**AMENDING THE ZONING CODE**  
**WITH RESPECT TO DEER FENCES**

(August 7, 2014)

Be it enacted by the Board of Trustees of the Village of Irvington as follows:

Section 1: Paragraph 4 of § 224-11.B (One-Family Residence Districts: Exceptions to yard requirements) is amended to read as follows (new language in *italics*):

- (4) Cornices or cantilevered roofs may project not more than 2 ½ feet into a required yard. Belt courses, windowsills and other ornamental features may project not more than six inches into a required yard.
- (5) Except as provided in § 224-48<sup>1</sup> hereof, fences or walls not over 6 ½ feet in height may be erected anywhere on the lot. Fences or walls with a height in excess of 6 ½ feet shall conform to the requirements set forth herein for buildings. *Notwithstanding the above, deer exclusion fences not exceeding 8 feet in height may be erected anywhere on the lot, provided they are approved by the Board of Architectural Review Board, as required by § 9-6 of the Village Code.*

Section 2: Paragraph 2 of § 224-19.B (Multifamily Residence District: Exceptions to yard requirements) is amended to read as follows (new language in *italics*):

- (2) Except as provided in § 224-48 hereof, fences or walls not over 6 ½ feet in height may be erected anywhere on the lot. Fences or walls with a height in excess of 6 ½ feet shall conform to the requirements set forth herein for buildings. *Notwithstanding the above, deer exclusion fences not exceeding 8 feet in height may be erected anywhere on the lot, provided they are approved by the Board of Architectural Review Board, as required by § 9-6 of the Village Code.*

Section 3: Paragraph A(1) of §224-66 (Site development plan approval required) is amended

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<sup>1</sup>

Section 224-48 regulates visibility at intersections.

to read as follows (new language in *italics*):

Site development plan approval by the Planning Board shall be required for:

- A. The erection of any building, as defined in § 224-3, including on any lot which has received limited site development plan approval, except for:
  - (1) a fence or retaining wall projecting above the ground not more than three feet at the higher ground level and not more than 6 ½ feet at the lower ground level, *except that site development plan approval shall not be required for a deer exclusion fence not exceeding 8 feet in height;*

Section 4: All ordinances, local laws, and parts thereof inconsistent with this local law are hereby repealed.

Section 5: This local law shall take effect upon filing with the Secretary of State.

**RESOLUTION 2014-XXX**  
**APPOINTMENTS TO THE ZONING BOARD OF APPEALS**

Trustee                      offered the following resolution, which was seconded by Trustee                      and adopted:

**RESOLVED**, to appoint Luise Barrack as a member of the Zoning Board of Appeals for a term to expire December 2018.

**RESOLUTION 2014-XXXX**  
**APPOINTMENT OF LIBRARY DIRECTOR**

Trustee      offered the following resolution, which was seconded by Trustee      and adopted:

**RESOLVED**, to appoint Rosemarie C. Gatzek to the position of Library Director at an annual salary of \$90,000.00 effective September 16, 2014.

The vote resulted as follows:

AYES:  
NAYS:  
ABSENT:

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# Memo from Irvington Library Board of Trustees

To: Larry Schopfer

From: Laura Lilienfield

CC: Brenda Jesnelnik  
Ana Kusiak

Date: September 11, 2014

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Re: Rosemarie C. Gatzek

Dear Larry,

I am pleased to announce that the Library Board of Trustees unanimously approved the appointment of Rosemarie C. Gatzek as the new Library Director, replacing Pamela Strachan. Rosemarie joins us with extensive past experience at both the Nyack Public Library and Finkelstein Memorial Library in Spring Valley, NY. Her annual salary will be \$90,000. Her starting date will be Tuesday, September 16, 2014. Her probationary period will commence on that date as well.

Thank you for all the assistance you provided during my crash course of "Civil Service 101". I deeply appreciate it!

Laura Lilienfield

A handwritten signature in cursive script that reads "Laura Lilienfield".

President, Irvington Public Library Board of Trustees



## IRVINGTON PUBLIC LIBRARY

GUITEAU FOUNDATION  
12 SOUTH ASTOR STREET  
IRVINGTON-ON-HUDSON, N.Y. 10533

**PAMELA STRACHAN**  
LIBRARY DIRECTOR

September 5, 2014

Rosemarie Gatzek  
10 Cornelison Avenue  
South Nyack, NY 10960

Dear Rosemarie,

On behalf of the Library Board of Trustees, I am very pleased to offer you a probationary appointment from Eligible List #64-487 in the position of Library Director I at the Irvington Public Library. While the effective date is September 11, 2014, as previously agreed, your start date and probationary period will begin on Tuesday, September 16. The annual salary for this position is \$90,000.

As required by the Westchester County Civil Service Rules, it is necessary for you to serve a probationary period of a minimum of twelve (12) weeks to a maximum of fifty-two (52) weeks. Please be advised that the probationary period may be terminated for unsatisfactory performance at any time after the completion of the minimum period of service and on or before the maximum period of service. If such is the case, you will receive written notice one week prior to such action. Unless otherwise notified, you will become permanent at the expiration of the maximum probationary period.

I am enclosing the necessary paperwork for you to complete and return to Ana Marie Kusiak, Village Hall, 85 Main Street, Irvington, NY 10533. The retirement forms will need to be notarized, but that can be done at Village Hall. You may reach Ana at (914) 591-4071 with any questions or to set up a time to meet with her (Monday through Thursday). Your paperwork should be completed prior to September 16.

Congratulations on your appointment. We were very impressed by your range of knowledge and poise during the interview process, and look forward to working with you. Please don't hesitate to contact with me with any questions.

Sincerely,

Laura Lilienfield  
President, Board of Trustees, Irvington Public Library

**RESOLUTION 2014-XXX**  
**APPOINTMENT OF A SCHOOL CROSSING GUARD**

Trustee                      offered the following resolution, which was seconded by Trustee                      and  
adopted:

**RESOLVED**, to appoint Virginia Sereninsky to the position of part time School Crossing Guard at a rate of \$26.08 per hour effective September 16, 2014.

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**RESOLUTION 2014-XXX**  
**INTERMUNICIPAL COOPERATION AGREEMENT WITH THE IRVINGTON SCHOOL**  
**DISTRICT FOR THE USE OF CABLE TELEVISION EDUCATIONAL ACCESS FUNDS**

Trustee \_\_\_\_\_ offered the following resolution, which was seconded by Trustee \_\_\_\_\_ and adopted:

**RESOLVED**, to authorize the Village Administrator to execute an intermunicipal cooperation agreement with the Irvington Union Free School District for the use of Cable Television Educational Access Funds;

**FURTHER RESOLVED**, to authorize the Clerk/Treasurer to make the following budget transfer:

Increase: Surplus (10.10.4795)	\$130,000.00
Increase: School contract	\$130,000.00

## **INTER MUNICIPAL COOPERATION AGREEMENT**

**THIS AGREEMENT** (the "Agreement") entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the IRVINGTON UNION FREE SCHOOL DISTRICT (hereinafter referred to as "School District"), with offices for the transaction of business located at 6 Dows Lane, Irvington, New York 10533 and the VILLAGE OF IRVINGTON (hereinafter referred to as "Village"), with offices for the transaction of business located at 85 Main Street, Irvington, New York 10533.

### **WITNESSETH**

**WHEREAS**, under the provisions of Section 119-o of the General Municipal Law, each party has the power to enter into agreements for the performance one for the other of their respective functions, powers and duties on a contract basis;

**WHEREAS**, the Village receives from Cablevision of Southern Westchester, Inc. and Verizon New York, Inc. Public, Educational and Governmental (PEG) funds ("PEG Funds"), which funds are to be used for the capital costs of PEG cable and video television facilities; and

**WHEREAS**, the School District intends to construct a broadcasting and recording studio at the Irvington High School building ("Studio"); and

**WHEREAS**, the Village wishes to provide PEG Funds to the School District for the construction of the Studio;

**WHEREAS**, School District and Village wish to contract with one another in accordance with General Municipal Law section 119-o.

**NOW THEREFORE**, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. The Village will provide a one-time payment of \$130,000 of its PEG Funds to the School District for construction of the Studio.

2. The School District will use the PEG Funds only for the purchase and installation of capital facilities and equipment required for the Studio. The PEG Funds will not be used for operational expenses, including, but not limited to, salaries of personnel necessary to operate the Studio.

3. The School District will permit the Village to use the Studio at such times as will not interfere with the School District's use of it. In addition, the School District will record, without charge, Village-sponsored events at the request of the Village, subject to the availability of School District staff and Studio equipment, during regular school hours. Should the Village desire to use the Studio outside of regular school hours, the Village will be responsible for the cost of any staffing needed.

4. The School District will prepare and maintain invoices detailing the expenditure of all PEG Funds provided by the Village under this Agreement. Invoices shall be submitted to the Village upon written request, within 30 days of notice. Invoices shall be sufficiently detailed to show use of the PEG Funds for capital and not operations expenses.

5. The term of this Agreement shall commence on August 1, 2014 and terminate on June 30, 2019. This agreement shall automatically renew for additional five (5) year terms unless one of the parties to the agreement provides the other party with at least thirty (30) days' notice of its intention not to renew the agreement.

6. School District and Village, believing it to be in the best interest of their taxpayers, do hereby authorize an inter-municipal cooperation agreement with and between each other for the provision of sharing the Studio located on School District property in exchange for the Village's payment of \$130,000 to the School District, in accordance with applicable law and as provided for in this Agreement.

7. School District and Village shall each maintain all documents and records created or maintained in connection with this Agreement for a period of six (6) years after the termination of this Agreement. Each party agrees to make those documents available for audit and inspection by any government official or agency with authority and/or jurisdiction over the provision of the services described herein.

8. To the full extent permitted by law, the School District shall indemnify, defend and hold harmless the Village, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, interest, and defense costs), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or part, the performance of this Agreement by the School District or by any individual or entity for which the School District is legally liable, including but not limited to officers, agents or employees of the School District, except

that the School District shall not indemnify, defend and hold harmless the Village, and any and all of its employees, officials and agents from and against any liability for any negligent acts, intentional acts and/or omissions of the Village, its employees, officials and/or agents.

9. The School District is and shall at all times remain as to the Village wholly independent. The personnel performing services under this Agreement or related to the Studio shall at all times be under the School District's exclusive direction and control. Neither the Village nor any of its officers, employees or agents, shall have control over the conduct of the School District or any of its officers employees or agents, except as set forth in this Agreement.

10. The parties acknowledge that they will not hold themselves, their officers, employees and/or agents out as employees of the other party. Neither the Village nor any employees assigned by it to the School District for purposes of this agreement shall be considered as having employee status or be entitled to participate in any of the School District's workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or similar employee benefit programs or for the purposes of any other rights, privileges or benefits derived from this shared service arrangement between the parties.

11. Both parties shall keep themselves informed of State and Federal laws and regulations that in any manner affect the performance of this Agreement. Both parties shall at all times observe and comply with all such laws and regulations. Neither the School District , its officers and/or employees nor the Village, its officers and/or employees shall be liable for the other party's failure to comply with this section.

12. Any alteration, change, addition, deletion, or modification of any of the provisions of this Agreement or any right either party has under this Agreement must be made by mutual assent of the parties in writing and signed by both parties.

13. Any notices to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested to the above-listed address. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing. Notices shall be delivered or mailed:

If to School District:

Irvington Union Free School District  
6 Dows Lane  
Irvington, New York 10533

Attention: Assistant Superintendent  
For Business

If to Village:

Village of Irvington  
85 Main Street  
Irvington, New York 10533

Attention: Lawrence Schopfer

14. This Agreement shall be governed by the laws of the State of New York. If any portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

15. Nothing contained in this Agreement shall be construed to create an employment or principal-agent relationship, or partnership or joint venture, between the School District and Village and any officer, employee, servant, agent or independent contractor of the School District or Village.

16. This Agreement must be approved by the governing boards of each party in public session. Absent said approvals, this Agreement is null and void and unenforceable.

17. The undersigned representative of each party hereby represents and warrants that the undersigned is an officer, director or agent of that party with full legal rights, power and authority to enter into this Agreement on behalf of that party and bind that party with respect to the obligations enforceable against that party in accordance with the terms contained herein.

**IN WITNESS WHEREOF**, the undersigned hereby acknowledge that they have read and fully understand the foregoing Agreement and further, that they agree to each of the terms and conditions contained herein.

**IRVINGTON UNION FREE  
SCHOOL DISTRICT**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**VILLAGE OF IRVINGTON**

By: Lawrence Schopfer\_\_\_\_\_

Date: \_\_\_\_\_